

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 71	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 386-05-016		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED June 2, 2005		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Regional Contracting Office USAID/India Shanti Path, Chanakya Puri New Delhi-110021 INDIA Fax: 91-11-24198390				CODE		8. ADDRESS OFFER TO (If other than Item 7) USAID/Sri Lanka 44 Galle Road Colombo 3 Sri Lanka Tel: 2472855 / Fax: 2472850			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and FIVE copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in USAID/Sri Lanka, 44 Galle Road, Colombo 3, Sri Lanka until 1600 hrs(Colombo) local time July 19, 2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Marcus A. Johnson, Jr.		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 91-11-24198000, ext. 8796		C. E-MAIL ADDRESS marcusjohnson@usaid.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY RFMO USAID/India Department of State 9000 New Delhi Place Washington, D.C. 20521	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to provide the architectural, engineering, procurement, construction, construction management services and technical assistance needed to support USAID Sri Lanka's Tsunami infrastructure reconstruction program. The Contractor will assure the successful design, renovation, construction and provision of services linked to Sri Lanka's economic growth of a major bridge, several smaller bridges and access roads, facilities for vocational education, fisheries harbor infrastructure, several associated water and sanitation systems and related technical assistance principally in vocational training and community based organizational development supporting the infrastructure projects. The goal is to create income and employment opportunities for Sri Lankans, promote investment in the coastal economy and thus lay a stronger foundation for sustainable economic growth.

B.2 CONTRACT TYPE

This is a cost-plus-fixed-fee (CPFF), completion type contract. USAID will issue firm fixed price Job Orders (JO) to undertake the actual construction projects and equipment purchases included in the task areas described in Section C.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$_____. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

B.4 PRICE SCHEDULE

CLIN	DESCRIPTION	COST
01	Engineering, Construction Management, Technical Assessments & Procurement Services	\$
0002	Fixed Fee (on CLIN 0001)	\$
0003	Works In Place (Job Orders) --	
0003a	Actual Construction work	\$23,700,000.00
0003b	Equipment for Vocational Education Centers	\$ 2,100,000.00
CEILING PRICE (TOTAL)		\$

NOTES: Contract Line item Number “CLIN 1” is the prime Contractor’s estimated direct and indirect cost for performing the requirement (Section C.), exclusive of Job Orders. That is, cost for other than actual construction work that will be subcontracted out under CLIN 3. Payment for CLIN 1 shall be handled on an actual cost reimbursement payment basis.

“CLIN 2” is the amount of profit/fee charge for completion of the requirement performed in CLIN 1 and CLIN 3.

“CLIN 3” is the amount to be budgeted for placement of Job Orders through competitive tenders for the actual construction work (0003a) and equipment purchase (0003b), delivered, and installed at selected vocational education centers.

The “Ceiling Price” is the total of adding all the CLINs together and represents the maximum total value of the contract.

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1 /	1 /	1 /
		2 /	2 /	2 /

1/Base of Application:

Type of Rate: Predetermined

Period:

2/Base of Application:

Type of Rate: Predetermined

Period:

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - STATEMENT OF WORK / DESCRIPTION / SPECIFICATIONS**Project Title: Sri Lanka Tsunami Reconstruction Program****I. BACKGROUND**

On December 26, 2004, a Tsunami swept over 700 miles of Sri Lankan coastline leaving 31,000 dead, 4,000 missing, and 500,000 displaced, many without basic shelter, food and water. Through USAID's Office of Foreign Disaster Assistance and other organizations, emergency relief reached many Sri Lankans and the focus of efforts has now turned to reconstruction, livelihood restoration, and rebuilding lives and re-knitting communities.

To assist Sri Lanka, USAID is moving quickly ahead with an integrated approach to replace a major bridge and repair or build up to fourteen vocational facilities (including two new model schools), a potable water delivery system and wastewater sanitation facility and three fishery harbors. All are along the south and east coasts of the island and all will require considerable technical assistance in promoting collaborative decision-making among the local authorities, community stakeholders, participants and beneficiaries in order to ensure the long term usefulness and sustainability of the facilities.

Some of the prospective project sites border wetlands or are in or near sensitive habitats such as mangroves, coastal dune formations and coral reefs; some are adjacent to National Parks. Most are in areas of significant importance to Sri Lanka's tourism industry, a leading sector of the economy. In all cases, neighboring communities have a stake in the outcome and seem eager that the reconstruction effort promote community participation and ownership as well as strengthen local government capacity to respond to local needs and provide basic services. In locations where the effect of the Tsunami was dissipated by natural formations like the sand dunes, there is strong interest in adopting sustainable coastal zone resource management best practices. The Mission views the Tsunami reconstruction program as an opportunity to combine physical improvements within a broader participatory coastal management framework for a larger development impact.

II. DESCRIPTION

The Tsunami Reconstruction Program (TRP) will be implemented using a single program management contract team over the life of the contracts as stated in Section F.3. The Contractor will be responsible for overall program management, carrying out technical assistance activities related to Vocational Education and Coastal Management, and the design and construction of physical infrastructure. The Vocational Education component will design a new approach to vocational education as well as identify and design related school buildings. The Coastal Management component will work closely with the affected communities to address needs related to tourism in the Arugam Bay area and fisheries at Hikkaduwa, Mirissa and Puranawella (Dondra) fishing harbors. The program will also address water and sanitation needs in the Arugam Bay area. The technical assistance is focused on "Building Better" through community participation and improving institutional capacity. The construction of facilities will be implemented through the competitive procurement of construction subcontractors. Commodities will be provided to equip the renovated and newly constructed schools.

III. STATEMENT OF WORK

The Contractor shall provide technical assistance, architectural, engineering, construction, and construction management services for the Tsunami Reconstruction Program. The Contractor shall be responsible for providing all personnel, equipment, materials, supplies and facilities for its use in order to complete the works in a timely and acceptable manner. The program is split into four major components: Program Management, Vocational Education, Coastal Zone Management and Construction Management, as described in sections A thru D below. The teams implementing the Vocational Education and Coastal Zone Management components will provide guidance on the physical infrastructure to be built under the Construction Management component. The actual construction of the facilities will be performed by subcontractors competitively selected by the Contractor and approved by USAID. The Program Management component

will address the overall management of the program and provide general descriptive information for the prospective infrastructure facilities and works.

A. Program Management

The Contractor will mobilize to establish an office in Colombo, Sri Lanka, staffed with management and support personnel. The program management functions and responsibilities include establishing project management controls; budget and cost reporting; liaison with USAID, GSL agencies, other donors and other contractors; administrative support to contract staff; securing approvals; reporting; personnel management; and performance monitoring. Additional specific responsibilities are implementation planning, subproject development and assessment, and environmental compliance.

1. Implementation Plan

The Contractor shall develop a detailed implementation plan including a schedule that will ensure, to the maximum extent possible, the necessary performance and input from all parties to complete the overall program on time and within budget. Section E.3 provides a fuller description of the elements and process of producing this key document for USAID approval.

2. Progress Reporting

The Contractor will issue monthly progress reports no later than 15 days after the end of the month. The report will compare achieved progress versus planned progress as described in the Implementation Plan. Information and a timeline schedule will be provided split out by major component: program management, vocational education, coastal zone management, and construction management. The Contractor will identify problems and provide recommendations actions.

The Contractor will also provide annual reports summarizing achievements to date and a closeout report as described in Section F.6 addressing reporting requirements.

3. Subproject Assessments

The Contractor will assess subprojects which have been identified by USAID. The Contractor will to the maximum extent practical, use locally hired engineers or subcontract with local engineering firms for project assessment and engineering design.

The Contractor shall submit a Preliminary Assessment Report to the USAID CTO for each recommended project. The Preliminary Assessment Report shall include a description of the proposed work, an evaluation of feasibility, a cost estimate and a preliminary design. The information should include sufficient detail to convey an understanding of the work needed and fundamental design concepts, including photographs, drawings, tables, charts, etc. A summary discussion shall also be included regarding the environmental assessment of the subproject and recommended mitigating measures. After review of the report the USAID CTO or the CO will provide written notification to the Contractor of approval, conditional approval or disapproval. The Contractor will then proceed to develop tendering documentation and retain a construction subcontractor as described in section D – Construction Management below.

The Contractor shall prepare environmental assessments as appropriate using guidelines and checklists to identify specific negative environmental effects. An environmental assessment checklist will be completed as part of the assessment for each subproject. Where the analysis indicates negative environmental effects may occur, actions will be recommended to avoid or mitigate those effects. The guidelines will also describe procedures for supervising construction activities to assure that identified mitigation measures are addressed as planned. See website <http://www.usaid.gov/in/WhatsNew/BGOpp.htm> for the Section J.9 - Initial Environmental Examination (IEE) assessing each of the current tentative subprojects.

4. Description of Tentative Subprojects

The following subprojects are tentative and will require the Contractor to assess them and report the results in Preliminary Assessment Reports. Further, for many of these facilities it will be necessary to implement much of the work described in the Coastal Zone Management and Vocational Educational studies before proceeding with the facilities design. Section J of this RFP contains detailed technical information developed by the U.S. Army Corps of Engineers and others. They have developed plans and specifications for the Arugam Bay Bridge and the fishing harbor improvements with the goal of expediting the execution of this work after mobilization of the Contractor. The Contractor will use this information to better understand the projects and to prepare the construction tendering documentation.

a) Arugam Bay Bridge Replacement and Access Roads

The existing bridge at Arugam Bay is located approximately one mile south of Pottuvil, a small town on the eastern coast. The bridge is an integral part of the Sri Lanka National Road System and is under the jurisdiction of the Road Development Authority (RDA). The existing bridge is a steel truss bridge built in the 1960s with a total length of 152 meter consisting of four equal spans, each 38 meters long. The cross section consists of 6.7 meter clear carriageway and 0.4 meter sidewalk on either side. It was connected to a 550 meter long causeway and a separate smaller single span concrete bridge on the south side. The damage caused on December 26th was severe. The causeway leading up to the bridge was completely washed out creating and widening the mouth of the lagoon at the bridge site from 150 meters to more than 260 meters. A temporary Bailey bridge of 4 spans was constructed by the 203rd Engineer Regiment of the Indian Army Task Force to bridge the additional 110 meter of waterway. The arrangement at Arugam Bay now consists of four spans of existing steel truss bridge connected to a four span Bailey bridge for a total bridge length of 263 meters.

A new replacement reinforced concrete bridge is proposed on a new alignment. The new bridge will be approximately 690 meters in length, which is about 4.5 times longer than the original 152 meter steel truss bridge. The typical section of the proposed bridge will consist of two 3.7 meter wide lanes, and 1.5 meter sidewalk on each side. The same freeboard shall be used as the existing structure. The new bridge will be of poured in place, reinforced concrete using tensioned beam construction. The proposed bridge will be constructed adjacent to the existing bridge so that the existing bridge will be used as a detour until the new proposed bridge is constructed. The new bridge will eliminate the need to replace the causeway. The existing bridge and the remnants of the original causeway will have to be removed completely and disposed of at an approved disposal site once the new bridge is completed.

b) Arugam Bay Water and Sanitation

In conjunction with the National Physical Plans of the Sri Lanka Urban Development Authority, National Physical Planning Department, and the development plans of the National Water Supply and Drainage Board (NWSDB), it is proposed to improve the drinking water supply for Pottuvil-Ulla and Panama areas. A potable water treatment facility is proposed at the Ratta Kulam irrigation lagoon with a treatment capacity of 8,000 cubic meters per day, and a second facility at Panama with a capacity of 2,000 cubic meters per day. The proposed water treatment plants and distribution systems shall be designed and constructed in accordance with the standard and criteria of the NWSDB. The Contractor will carry out appropriate studies to confirm capacity and other factors. Investigations should be carried out to identify suitable supply sources.

Acquisition of rights to the water supply, necessary real estate and transmission main easements for the proposed construction shall be secured by the Sri Lanka National Water Supply and Drainage Board (NWSDB).

Recognizing the importance of Arugam Bay as a tourism destination and the related need for environmental protection, the Contractor will carry out planning studies focusing on wastewater and solid waste management for the Pottuvil-Ulla area. These will be specific studies carried out within the context of the overall Coastal Zone Management effort.

The Contractor will conduct an assessment of the existing human capacity to operate, repair and manage each water, wastewater, and solid waste management facility. The activity will guide the development of training materials, operational handbooks, repair/trouble shooting manuals, and environmental monitoring and mitigation protocols. The Contractor will train future management, operational and engineering staff in effective operation, repair and management of each facility.

In consultation with local stakeholders, local government authorities and other relevant government authorities, the Contractor will prepare a financial management plan that includes feasible ideas and options for revenue generation and cost recovery. The goal of the financial/business plan will be to ensure sufficient revenue streams to operate and maintain the facilities, as well as potential future expansion of services.

c) Vocational Educational Schools

The actual construction of the Vocational Educational facilities will take place following extensive work to design a new approach to vocational education. Please see Section B of this Statement of Work for detailed information on this component. Information is also attached in Section J-8 that provides detailed information on facility and vocational education design concepts. Tentative replacement facilities are located at Ambalangoda (Urawatta Vocational School), Pettigalwatte (Galle), Galle, Weligama, Imoduwa (Ahangama) Talalla, and Nintavar. Each facility consists of two (2) to nine (9) buildings. The sites for the two new schools have not yet been selected. The project will not only repair damaged building and construct new schools but will also provide the needed commodities to equip them.

d) Fishing Harbor Repairs and Improvements

The Contractor will develop harbor master plans and will repair, replace, and construct new structures and facilities impacted by the Tsunami at Hikkaduwa, Mirissa, and Puranawella (Dondra). The actual construction of facilities and structures will take place following the development of the harbor master plans, based upon input from extensive consultations with relevant stakeholders as described in Statement of Work, Section C. The work may include repair and improvements to breakwaters, repair of wharfs, fuel supply facilities, floating docks and shoreline work. New developments may include fish flash freezing facilities, waste and wastewater processing facilities, security improvements, and community centers. See Section J for more detailed information. The identification of physical improvements will result from the work of the Coastal Management Team described in Statement of Work, Section C.

B. Vocational Education

This component of the program will be implemented in five stages. Each stage will have a Facility element and a Vocational Education Program element. Stages two through five will overlap. As tasks specific to one site are completed in a stage, tasks can be initiated for that site in the next Stage. The information provided below indicates how this staged approach is expected to unfold. Additional information on the staged approach to the Vocational Education Component can be found in the chart on page 4 and the timeline in Appendix C of Attachment J.8. A list of Contractor responsibilities by project objective can be found in Appendix B of Attachment J.8.

0. Options for Standards and Levels of Quality

A decision on the standards and the level of quality must precede the design and construction of the facilities and the design and development of the vocational education program. The Contractor will consider three levels of involvement during the Stage One Assessment, and at the end of Stage One, make recommendations for approval to the USAID cognizant technical officer (CTO) and the Contracting Officer (CO) regarding the level of intervention for each Vocational Training Center.

STANDARDS AND LEVELS OF QUALITY OPTIONS

FACILITIES

Level 1: Renovate and Upgrade. At all facilities, a minimum level of involvement includes renovating and upgrading existing facilities to comply with Sri Lanka building codes and making the site and building attractive—“light and bright”—a source of community and student pride with spaces that enhance learning. Ecologically sound elements will be incorporated into renovations.

Level 2: Renovate, Upgrade, and add a new “Community Learning Center”. In addition to Level One improvements to existing buildings, at all Vocational Training Centers that require a new building the VERC will construct a new

Community Learning Center that invites the community into the Center, provides a place for collaborative learning, a Learning Resource and Career Guidance Center, and replaces necessary teaching/learning space lost in the Tsunami.

Level 3: State-of-the Art “Green” Campuses. The project will construct two new vocational training centers that achieve an architectural Leader in Energy and Environmental Design (LEED) Silver rating (see Attachment J.8) and serve as models of environmental sustainability in Sri Lanka.

VOCATIONAL EDUCATION PROGRAM

Level 1: Address Skill Gaps. English Language Training (ELT), Information and Communication Technology (ICT), and Micro-Enterprise Development (MED) will be added to the training program at each facility through procurement of off-the-shelf instructional materials and installation of equipment.

Level 2: Integrate ELT, ICT and MED. Industries and communities will be consulted and existing curriculum will be reviewed for opportunities to incorporate ELT, ICT, and MED training into specific vocational training curriculum.

Level 3: Create New Educational Programs. New curriculum will be developed, faculty trained and new materials and equipment supplied to teach environmental systems at “Green” facilities. Additional training programs may be developed that respond to industry needs for new workforce skills at specific facilities.

1. Stage One: Assessment

Facilities: Assessment of the physical location of the identified Vocational Training Centers; the skills currently taught at each facility; the numbers, types and condition of buildings at each existing Center; the number of students currently at each facility; and equipment and furnishings needed.

Vocational Education Program: Assessment of industry skills needs, community and curriculum needs for each facility, and opportunities for new programs.

Stage one will include the establishment of a VERC Advisory Council to contribute to the assessments and recommendations for the facilities and Vocational Education Program. Stage one will also include two Study Tours to: 1) provide vocational education officials with an appreciation of environmentally sustainable building design and construction and 2) expose vocational education professionals to state-of-the-art vocational practices in curriculum, instruction, staff development, and public private partnerships in the United States.

2. Stage Two: Program of Spaces and Instructional Program Refinement

Facilities: A Program of Spaces that describes the functional requirements, major characteristics and size of key interior and exterior spaces, as well as a targeted net-to-gross ratio and total gross size in square feet is completed for each Vocational Training Center.

Vocational Education Program: New curriculum objectives, content, and methodologies are outlined. The VERC Advisory Council, public/private partnerships, and Center Community Councils are developed and regularly consulted, nurtured, and maintained to provide vocational training advice, to review facility and program design, and to contribute observations and recommendations into both the facility renovation and program changes.

3. Stage Three: Design

Facilities: Architectural and engineering drawings, calculations, and specifications are completed for all Vocational Training Centers including site plans, building renovations, new construction, building systems, and equipment and furnishings.

Vocational Education Program: Curriculum content, teaching pedagogy, and sample materials are developed in full, pre-tested, and revised.

4. Stage Four: Construction/Production/Training

Facilities: Existing buildings are renovated, new buildings constructed, systems installed, and equipment and furnishings procured.

The Vo-Ed team will define the requirements for the renovated and new schools including architectural design and furnishings. They will then work with the Program Management and Construction Management teams to produce the detailed engineering designs and specifications needed to have the repairs and construction accomplished and the furnishings procured.

Vocational Education Program: All teaching/learning materials and equipment are procured or produced. Faculty and staff are trained.

5. Stage Five: Installation/Training

Facilities All equipment and furnishings are installed and administration and maintenance personnel are trained to operate and maintain building systems and equipment.

Vocational Education Program: All educational equipment and materials are installed. Career guidance and job placement programs activated.

C. Participatory Coastal Management

The goal of Participatory Coastal Management (PCM) is to strengthen the coastal governance process to increase community participation and promote sound coastal development.

The objective of this component is to build stronger, more cohesive ties among local government officials and residents by involving them in the process of making decisions with respect to the reconstruction activities and future development plans in their community, as well as building the capacity to incorporate sound science into decision-making. Participatory Coastal Management programs will need to be designed and implemented in the key four sites, namely, Hikkaduwa, Mirissa, Dondra and Arugam Bay.

As a result of early engagement with the members of these townships, it is expected that the design, placement and eventual maintenance of the planned facilities will be more widely understood, appreciated, and supported. Continued community engagement and education should result in greater understanding of, and demand for, sound coastal planning, i.e., planning that promotes environmentally and economically sustainable tourism and fisheries, promotes equitable access to benefits, safeguards ecosystem goods and services, and reduces community vulnerability to hazards.

The process of promoting community participation, ownership and responsibility should include an outreach effort oriented towards:

- Developing a common vision for long-term planning and development;
- Establishing a common understanding about what constitutes sound coastal planning and economically and environmentally-sustainable development;
- Explaining the use of coastal hazard assessments in coastal planning, emergency preparedness and reducing vulnerability and risk to hazards like Tsunamis, storms and floods.
- Identifying needs for technological interventions and adaptation of best practices

To achieve the above program goals, the PCM component has specific objectives to be accomplished as described below. Further detail on the background to the program can be found in Attachment J.12.

1. Objective 1: Strengthen community participation in decision-making to achieve ownership of the program and to share lessons learned among stakeholders

At each program site (Arugam Bay, Dondra, Mirissa and Hikkaduwa), the Contractor will assist the local government authority and other relevant authorities (such as the Ceylon Fishery Harbour Corporation, Urban Development Authority, Central Environmental Authority, Coast Conservation Dept. etc) to initiate and sustain a participatory, community consultation and planning process. The first step should involve a general agreement on a vision and process to guide reconstruction efforts and future development decisions. The discussions should identify issues, concerns and mitigation actions needed to guide construction of the facilities. For example, at the three harbor communities, general agreement will be reached on the design and improvements of the harbor and associated facilities and integration of environmental management in the surroundings and livelihoods. In Arugam Bay, general agreement will be reached and input provided on the design of the bridge, approach roads, and water and sanitation facilities as well as any recommended improvements to environmental management and land use patterns.

The Contractor will identify options, recommendations and initiate implementation for strengthening the decision-making process and participation of the community in long-term planning. The Contractor will also identify options and recommendations for strengthening the coastal governance process through more effective working relationships among various agencies and levels of government.

Throughout the program, the Contractor will use adaptive management approaches to assess and increase the effectiveness of program activities and to capture lessons learned on each program objective. The Contractor will develop tools to share lessons learned and best practices adopted with other potential projects, other communities, government authorities, NGOs, donors, and the international community. Every six months, the Contractor will submit a report on lessons learned and best practices to document the experience gained during each phase of the reconstruction and rebuilding of communities. At the end of the contract, the Contractor will prepare a summary of PCM lessons learned over the life of the project.

2. Objective 2: Strengthen government capacity to address the environmental and natural resource management related to tourism and fisheries.

The Contractor will identify and recommend specific actions, incentives and regulations that could be taken by government authorities and communities to promote more sustainable tourism development and fisheries management. The Contractor will strengthen the capacity of government agencies and the community to generate and utilize natural resource assessments and coastal planning to reduce negative environmental impacts while promoting opportunities and options for environmentally-sound and culturally-appropriate local tourism product development, such as nature tourism in Arugam Bay and Hikkaduwa. The Contractor may wish to explore linkages with the national and local tourism clusters (subset of the Ceylon Chamber of Commerce) to engage the industry on responsible, community-oriented tourism. The Contractor will identify opportunities and options for improving the value chain of fisheries, both small and large fisheries, while promoting responsible stewardship of coastal resources.

In Dondra, Hikkaduwa and Mirissa, the Contractor will develop a financial management plan for each fishery harbor and identify additional services that may be provided through public/private partnerships. To ensure sound investments in offshore fisheries, the Contractor will assess the viability and sustainability of the fisheries and identify and initiate specific actions that could be taken by fishers, cooperatives, harbors or policy makers to strengthen fisheries management. In Arugam Bay, the Contractor will develop a financial management plan for the water treatment and sanitation facilities and urban service delivery that ensures sufficient revenue streams to support future expansion of basic services.

Opportunities should be explored to link this component with activities under the vocational education training component that promote training and management for more sustainable tourism and fisheries, and identify opportunities for vocational education training for community members that allow entry into tourism-oriented enterprises.

3. Objective 3: Promote sound coastal development and reduce vulnerability of communities to future disasters

For each community, the Contractor will review available information and identify and conduct rapid and more detailed assessments (as necessary) on the social, economic, and environmental post-Tsunami contexts as the basis for improved

planning; these studies should involve the community, government authorities and local universities to the extent possible. The Contractor will work with appropriate authorities to conduct several assessments that will help guide the planning process, including: 1) an assessment of the Arugam Bay watershed and development of an integrated approach to rational water resources management in the watershed, including the planned water treatment and wastewater facilities, as well as future development; 2) an assessment of options and recommendations for each community on solid waste management; and 3) a scientific based coastal multiple hazard assessment for each community and response system.

Based upon the assessments, the Contractor will work with appropriate authorities and the community to develop sound coastal development plans that reflect the “vision” developed by the community, protect ecosystem goods and services, protect environmentally and culturally-sensitive areas, and reduce risk and vulnerability to disasters and coastal hazards. With regard to disaster mitigation, the Contractor will work as a conduit and a facilitator to disseminate the plans and systems developed at the national level for multi-hazard mitigation and response, and will assist the communities in the four project areas to implement appropriate local emergency response mechanisms.

4. Objective (4): Improve the public’s understanding of coastal issues and promote stewardship

This PCM component will support information, education and communication activities to improve the public’s understanding of coastal issues, promote stewardship, promote the role of community participation in planning, and build political will for more responsible management of coastal resources. The Contractor will design and implement a public education and outreach strategy on the guiding principles of sound reconstruction, the economic and ecological benefits of sound planning and coastal stewardship, awareness of coastal hazards, early warning systems, emergency preparedness and response measures. The Contractor will design, if necessary, and provide materials for inclusion in public school curricula. Informed by scientific data and local knowledge on the extent of over-fishing and use of destructive fishing practices, Contractor activities will raise public awareness and support advocacy to address over-fishing and the use of destructive fishing practices. The Contractor will provide opportunities and promote public participation in environmental stewardship programs to increase awareness and instill individual responsibility for sustainable livelihoods.

D. Construction Management

The Contractor is fully responsible for construction and rehabilitation work carried out under the Contract. The Contractor shall, to the maximum extent practicable, subcontract with local firms. The preferred subcontract type is fixed price completion performance based. The Contractor shall be responsible for ensuring that all required local approvals have been obtained and land title is clear prior to executing subcontracts for construction; that the Sri Lankan government entity having appropriate jurisdiction has confirmed in writing its willingness to accept the works upon completion and that all applicable requirements of the contract have been fully satisfied. The Contractor shall be fully responsible for the performance of its subcontractors, and shall inspect, certify and make payments to its subcontractors.

1. Prequalification

The Contractor shall establish Prequalification Procedures for the prequalification of subcontractors. The Prequalification Procedures shall be approved by USAID. Prequalification shall be used to ensure that the Contractor's construction activities are carried out by qualified firms. The Contractor will collect information with regard to the capacities and capabilities of local construction firms and materials suppliers, in order to ensure the selection of responsible and responsive subcontractors and suppliers. In prequalifying and selecting local contractors, full consideration will be given to such factors as construction experience, previous performance, prior work in Sri Lanka, ability to furnish equipment and skilled and unskilled labor, and financial capacity.

2. Tendering

The Contractor will establish selection criteria and a selection process for local construction firms and if appropriate, materials suppliers. Competitive procedures, approved by USAID, shall be utilized in selecting local subcontractors. Given a possible shortage of qualified contractors and the fact that programs of other donors may also place demands on available resources, a high level of competition may not always be possible; however, every effort should be made to survey and encourage participation from a broad base of qualified firms. The Contractor will produce all necessary

tendering documentation for the subcontracting of construction services. In the Preliminary Assessment Report, the Contractor will recommend the mode of contracting, e.g. design/build, design/bid/build. The Contractor will include in the tendering documentation all plans, specifications, drawings, etc. Drawings produced by the Contractor will be stamped and signed by a Professional Engineer licensed in a U.S. state or international equivalent. Drawings submitted by the Sri Lankan construction subcontractors will be stamped and signed by a Sri Lankan licensed Chartered Engineer.

3. Subcontractor Selection

The Contractor shall have full responsibility for selecting its subcontractors for construction and suppliers of materials, and for the performance of its subcontractors and materials suppliers. Construction of eligible projects will be carried out primarily by Sri Lankan private sector firms. NGOs may also participate on a competitive basis.

4. Construction Subcontract Approval/Job Orders

USAID will consent to subcontracts for construction and materials procurement through the issuance of Job Orders. The Contractor will consolidate construction subcontracts to the maximum extent practicable to minimize the number of Job Orders. The Contractor will submit recommendations to award to USAID. The recommendation to award should include the Contractor's analysis of tenders and cost, the draft subcontract(s) and construction schedule(s). The Contracting Officer's issuance of a Job Order to the Contractor will constitute consent to proceed with award of the subcontract(s).

5. Subcontract Financing for Construction and Materials Procurement

The Contractor will provide funding for payments to subcontractors and if necessary to materials suppliers. USAID payment to the Contractor for subcontracts will be on a reimbursable basis.

6. Program Monitoring

The Contractor will be responsible for programmatic monitoring. Monthly Progress Reports, Quarterly Reviews, and Implementation Plan reviews will serve as the formal vehicles for assessing program management and progress in the implementation of the TRP. Among the monitoring issues will be construction progress, any environmental concerns, disbursement of funds, and cooperation of local and/or national authorities with project implementation. Frequent contact with USAID program staff will be essential to assure that all problems are quickly identified, resolved and do not impede construction.

7. Cost Control Reporting System

The Contractor will develop a cost control reporting system to monitor progress of cost versus budget for each task in the program.

8. Quality Control (QC) and Quality Assurance (QA) Programs

The Contractor will establish a Quality Control Program (QCP) which will be an integral component of the management of the subcontractor's construction activities. The Contractor will develop and submit to USAID for approval a comprehensive listing of criteria for development of the QCP. The clear authority to stop work of subcontractors carrying out projects under the TRP may be exercised by the Contractor. Subcontracts shall require the subcontractor to establish a Quality Assurance Program (QAP). The Contractor will assist each subcontractor regarding the development of Quality Assurance Programs. The Contractor will audit the QAP as established by each subcontractor.

9. Contractor's Construction Manual

The Contractor shall prepare a construction manual, which will set forth guidelines and requirements for the subcontractor's working relationship with the Contractor. All standard forms required by USAID shall be included in this manual as well as the appropriate procedures and forms that the Contractor may propose to facilitate the monitoring of the contracts. This manual should be provided to each subcontractor at the time each subcontract is executed.

10. Pre-Construction Conferences

The Contractor will conduct pre-construction conferences with each project subcontractor to acquaint key personnel, local authorities and inspectors and other involved parties with the procedures, lines of authority and the interrelationship with the monitoring activities of the Contractor, USAID and others. This conference shall take place within 14 days after the subcontract is executed.

11. Construction Risk Management Program (CRMP)

The Contractor will develop and submit for USAID CTO approval a Construction Risk Management Program (CRMP). The CRMP will establish a "base-line" of prior existing conditions on the construction sites and those areas adjacent to the sites which can be affected by the construction activities. With approval of USAID, a CRMP may not be necessary where the project is relatively small.

The CRMP shall include, but not be limited to the survey, measurement and recording of the following parameters as may be appropriate to the project: ground and structural elevations; ground water levels; soil conditions; vertical alignment of structures and other conditions effecting construction. The Contractor will regularly review the subject logs and immediately discuss with the pertinent subcontractors and USAID, any findings determined to require consideration of a change in method of construction or some remedial action.

12. Notices to Proceed

The Contractor will prepare and issue Notices to Proceed for the subcontracts. Prior to issuing any Notice to Proceed, the Contractor will ensure that, in accordance with the pertinent subcontract, the subcontractor has submitted a Quality Assurance Program (QAP) and, when applicable, a Construction Risk Management Program (CRMP) for the work involved and the Contractor has approved it.

13. Delays and Cost Overruns

The Contractor will advise USAID of any potential delays or cost overruns due to the subcontractor's performance and other reasons and recommend steps to mitigate and alternatives to overcome such problems.

14. Safety Program

The Contractor will audit and monitor the Safety Program procedures established by each subcontractor.

15. Imported Items

In cases where the Contractor or subcontractors procure imported items, the Contractor will ensure compliance with the source and origin rules applicable to this contract. In order to expedite progress, the Contractor may provide procurement assistance (advice on sourcing and procurement procedures) and procure items that are to be supplied to its subcontractors. This may be appropriate when the Contractor can more efficiently procure imported items or when the Contractor can procure material or items in bulk which is then furnished to several subcontractors.

16. Materials Procurement

The Contractor will develop and maintain a Materials and Equipment Inventory System. This system shall be developed by the end of the third month of the contract. The system should be all inclusive in enabling the Contractor to inventory equipment, provide financial information on Contractor procured materials and equipment, identify distribution of materials and equipment, and identify location, ownership and utilization status. The Contractor will comply with USAID Marking and Branding regulations as stated in Section D – Marking and Packaging.

The Contractor will procure and use legally-sourced material, especially sustainably-sourced and/or certified wood, sand for cement, and lime.

17. Security Plan

The Contractor will develop a security plan to safeguard all project operations and to comply with all United States Government regulations. The plan is to be implemented and maintained by all subcontractors.

18. Project Coordination

The Contractor will coordinate with USAID, other donors, and host government officials as required to carry out the program. The Contractor may also need to coordinate with other USAID contractors and programs. In cases where related infrastructure or services are also under construction, the Contractor will closely monitor construction progress in order to ensure proper coordination. Technical problems or issues which cannot be easily resolved by the Contractor will be immediately brought to the attention of the USAID CTO or Contracting Officer. Political problems, land ownership problems or other problems of a non-technical nature will immediately be directed to USAID for resolution.

19. Inspection, Measurement & Construction Monitoring

The Contractor and its subcontractors will inspect, measure, and monitor all materials and equipment testing, and all construction activities associated with this project to verify that these contracts are executed in accordance with the contract conditions and are consistent with good engineering practices. In this regard, the Contractor will:

- a. Provide qualified technical and administrative site staff that is necessary to perform all services related to this contract.
- b. Review the subcontractors' construction schedules for compliance with the contract documents, and accept or reject the subcontractors' construction schedules. The Contractor will integrate the subcontractors' schedules into the overall schedule contained in the implementation schedule.
- c. Hold monthly meetings with the subcontractors which may be attended by USAID representatives to review the progress of work; record and distribute minutes and decisions; and, hold monthly meetings with USAID to keep them informed on critical matters. If required, USAID may call meetings more often than monthly.
- d. Coordinate all construction work efforts with appropriate local officials.
- e. Procure commodities and building materials directly when appropriate.
- f. Review subcontractor submittals for compliance with the contract documents and specifications. Accurate records shall be maintained relative to date due, date received, date review completed, date returned, and/or any action required.
- g. Conduct inspections of the project site to determine environmental compliance.
- h. Receive, review and approve, the following documentation as appropriate:

* development rights and obligations; * environmental certification; *implementation plans, work plans and schedules; * operating and maintenance manuals; *quality assurance programs; *dilapidation surveys; * safety program and procedures; * subcontractor procurement programs; * start-up procedures; *guarantees and warranties; * bonds and certificates of inspection which are to be provided by the subcontractors in accordance with their contract documents; * other documents submitted by subcontractors in accordance with their contract documents.

- i. Periodically inspect and verify monuments, control lines, coordinates and benchmarks that constitute the principal survey references for the job sites. Inspect and verify the location, dimensions, and orientation of utility lines, facilities and structures.
- j. Monitor work performed by the subcontractors for compliance with the drawings, specifications, contract documents and acceptable engineering practice. Take such action as is appropriate to require each subcontractor to carry out acceptable corrective measures where required. Issue Defect Notices, if needed.
- k. Prepare necessary sketches, designs, and cost estimates for changes.
- l. Review, approve and monitor subcontractor's Quality Assurance Programs (QAP), established for each subcontract. This program will cover the inspection and testing of all materials and equipment as well as all construction activities related to the project. It will be the subcontractor's responsibility to arrange for inspection and testing of materials and equipment by an inspection service satisfactory to the Contractor.
- m. Review and note any exceptions relative to the results of the on-site inspection program and QAP. Instruct subcontractors to take the actions necessary to resolve any exceptions that are noted and report such activities in the Monthly Progress Report.
- n. Make regular measurements of all quantities of work performed by the subcontractors.
- o. Establish and maintain an up-to-date inventory of on-site equipment and materials to be installed in the project.
- p. Maintain at the Main Office and each project site an Inspector's Daily Log and other records.
- q. Prepare construction progress photo albums containing before and after photos for each project. Each photo is to be identified as to project, location, activity/subject matter, date, time and photographer.
- r. Monitor for compliance the Construction Risk Management Program (CRMP) implemented by each subcontractor and alert USAID if there are significant changes taking place and make recommendations as to what action if any should be taken.
- s. Maintain a complete set of "marked-up" drawings of the project. The Contractor will compare these drawings with the final "As-Built" drawings to be submitted by the subcontractors and reconcile any inconsistencies.
- t. Confirm that subcontractors provide services as may be required during warranty period.
- u. Conduct a Final Inspection and Performance Evaluation for each of the subcontracts. A team of experts, selected from the Contractor's staff, shall evaluate the technical performance of the facilities, and examine all work for completion and conformance to contract requirements. Witness all final performance tests. All final inspections and/or performance tests shall be performed in the presence of USAID representatives, at USAID's discretion. USAID will be given written notice not less than seven (7) calendar days prior to any final inspections and/or performance tests. However, in the event that the representatives of USAID are not available for a period in excess of fourteen (14) calendar days, from the date of the written notification, the Contractor may, with the written approval of USAID, proceed to perform the necessary inspections and tests without USAID's presence being required. A Site Completion Report shall be prepared by the Contractor describing any deficiencies in the performance of the facilities in detail (including a punch list). The report shall include a final inspection certificate and, if appropriate, a Recommendation of Final Acceptance. Four (4) copies of this report shall be supplied to USAID. Perform final inspections of all components and portions of the work for compliance with final punch list. Amend the Site Completion Report with the resolution of final punch list items.

20. Acceptance, Site Turn-over and Warranty Period.

The Contractor will ensure the proper commissioning and turnover of each facility. All works shall have a 12 month after turn-over warranty and that this warranty is the responsibility of the subcontractor. The contractor will provide the proper authorities with copies of "as built" drawings, operation manuals, warranty documents and other documents required by host country law.

21. Determinations, Certifications and Payments

a. Review and certify the requests for payment submitted by subcontractors. At the completion of construction of each subcontract, review the calculations for the final payment to the subcontractor, accounting for all guarantees, warranties and retainage in accordance with the actual work performed. A final subcontractor report will be submitted to USAID referencing the Site Completion Report and certifying that to the best of the Contractor's knowledge and belief the work has been completed in an acceptable manner and shall make a recommendation for complete payment and release of retention sums.

b. Determine the value of the Works at the date of termination, in the event of the termination of any contract(s).

22. Changes

a. The Contractor will evaluate, administer and present recommendations on requests for all Variation Orders from its subcontractors, to USAID for approval.

b. Without prior USAID CTO or Contracting Officer approval, the Contractor may issue a Field Order for minor subcontract variations which do not involve extra cost or an extension of time. All Field Orders must be consistent with the purpose of the project. A written copy of each Field Order will be submitted to USAID for their information.

23. Claims

a. The Contractor will manage all subcontractor claims and provide expert advice regarding their handling. The Contractor will review these claims and justifications for extensions of time or compensation for additional work for unusual conditions on an expedited basis, and document their management with a detailed written analysis and recommendation. If the claim cannot be resolved, USAID shall be consulted and the subcontractor shall initiate the dispute resolution action called for under the subcontract.

b. In conjunction with the Contractor's development of the model contract and tender documents, the Contractor will propose a dispute resolution process that shall be approved by USAID in conjunction with approval of the model documents.

c. The Contractor will maintain files on an item by item basis, which in their opinion, are Potential Variation Orders or Potential claims. The Contractor will promptly notify USAID of potential claims.

d. The Contractor will cooperate with, provide assistance to and otherwise expedite the activities, requests and logistic needs of the members of the dispute resolution board.

The end product of the Sri Lanka Tsunami Reconstruction Program, the requirement under this contract, will be environmentally sound infrastructure that has been newly built or rehabilitated with input from local communities, the private sector and the Government of Sri Lanka.

Specifically, there will be:

a new bridge and approach roads constructed;

new water and waste treatment systems, and an analysis of solid waste disposal options provided;
three physically rehabilitated harbors with ancillary harbor improvements and services;
up to 14 new or reconstructed vocational education schools designed with private sector and community input and providing new curriculum, instructional standards, equipment, and job placement services; and,
a coastal development plan and public awareness campaign formulated that ensures sustainability of the infrastructure improvements.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING GUIDANCE

The Contractor is to reference the following USAID internet website at <http://www.usaid.gov/branding/> for the most recent guidance on how to attribute this USAID funded contract.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES	AUG 1996
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-13	INSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the USAID Mission in Sri Lanka, 44 Galle Road, Colombo 3 or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING AND EVALUATION

a) The Contractor understands and agrees that achievement of tangible results in a timely fashion is the essence of the contract. USAID will judge the Contractor's success in the contract based upon whether or not the tangible results are achieved when they due. In the event that any one or more of the tangible results is (are) not achieved, or should the Contractor at any time realize that they are not achievable, the Contractor will immediately advise USAID in writing, and in the next report, required as part of the existing "Reporting Requirements," shall provide a complete explanation related thereto.

b) Tangible Results, Benchmarks, and Deliverables.

1. Development of a comprehensive Implementation Plan (IP) will be undertaken immediately following award of the contract. The IP shall incorporate scope, budget, schedule, approvals and resource allocation necessary to complete the Section F.2 Delivery Schedule. Elements will include the breakdown of activities; identification of responsibilities, critical milestones and project interfaces; inventory controls; financial and administrative procedures; subcontracting plan; reporting and close-out activities. The plan will address a wide variety of program functions including management, administration, technical assistance, financial, construction and operations.

2. The Contractor will submit the Implementation Plan to the USAID CTO for approval within 45 days of contract award. The IP shall be updated and revised every quarter (3 months). The Implementation Plan will allow USAID and the Contractor to monitor performance and be reviewed at the monthly program review meetings.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 DELIVERY SCHEDULE

The Contractor shall be required to (a) commence work under this contract within fourteen (14) calendar days after the date the Contractor receive the notice to proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use in accordance with the schedule set forth below. The time stated for completion shall include final cleanup of the premises.

Delivery Schedule		
Item No.	Description	No. of Calendar Days After Receipt of NTP
1.	Complete environmental assessments	120
2.	Complete vocational education assessments.	150
3.	Complete community consultation with respect to bridge, harbor, and water and sanitation improvements	90
4.	Complete solid waste management plan, fisheries management plan, Arugam Bay integrated resources management plan	150
5.	Complete Harbor Master Plan for Hikkaduwa harbor	150
6.	Complete Harbor Master Plan for Mirisa harbor	150
7.	Complete Harbor Master Plan for Puranwella (Dondra) harbor	150
7.	Complete financial management plans for harbors & water/wastewater systems	360
8.	Complete Coastal Development Plan	210
9.	Complete Coastal public awareness plan & curriculum material	360
10.	Complete the program of spaces and the new curricula for vocational education schools	240

11.	Complete construction of vocational education schools. Install equipment, furnishings & education materials in schools	**
12.	Career guidance & job placement programs activated	840
13.	Complete construction of Arugam Bay Bridge	**
14.	Complete construction of potable water supply & distribution system for Pottuvil	**
15.	Complete construction of potable water supply & distribution for Panama	**
16.	Complete construction of sewerage treatment and disposal system for Pottuvil	**
17.	Complete construction at Hikkaduwa harbor	**
18.	Complete construction at Mirisa	**
19.	Complete construction at Puranwella (Dondra)	**

****** The delivery date won't exceed the end date stated in Section F.3.

(Note: Item Numbers 1 through 10 and 12 are accomplished (billed for payment) under CLIN 0001 by the Contractor. It may use its employees, hired individual as consultants and/or through subcontracts with technical/professional consultancy firms.)

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is effective from the date stated in block 31 of the SF 33 (first page) through March 31, 2008.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section E.3, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Standards of the infrastructure and construction, rehabilitation, repair and upgrading shall be in accordance with internationally accepted standards for the type of work undertaken and equipment furnished. The Contractor will ensure that its subcontracts require the applicable standards as well as any directed by the CTO, and that work is completed in compliance with those standards.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

Upon contract award, the Contractor will deploy a technical and logistics team to Colombo to meet with USAID and to develop a comprehensive 12-month implementation plan within 45 days of the effective date of the contract for USAID CTO review and approval prior to full scale mobilization. This plan will be based on USAID priorities already identified in the contract.

The Contractor will submit a Preliminary Assessment Report to USAID for each project recommended for inclusion in the Program. The Preliminary Assessment Report shall include a description of the proposed work, an evaluation of benefits, a cost estimate and a preliminary design. The information should include sufficient detail to convey an understanding of the work needed and fundamental design concepts, including photographs, drawings, tables, charts, etc. A summary discussion shall also be presented regarding the environmental impacts of the project and recommended mitigating measures (see Section C.). After review of the report the USAID CTO or the CO will provide written notification to the Contractor of approval, conditional approval or disapproval.

F.6 PROGRESS REPORTING REQUIREMENTS

a) The Contractor will issue monthly progress reports no later than 15 days after the end of the month. The report will compare achieved progress versus planned progress as described in the Implementation Plan. Information and a timeline schedule will be provided split out by major component: program management, vocational education, coastal zone management, and construction management. The Contractor will identify problems and provide recommendations actions;

b) Every six months, starting from the effective date of the contract, the Contractor will submit lessons learned and best practices to document the experience gained during each phase of the Participatory Coastal Management (PCM) component of the project. At the end of the contract, the Contractor will prepare a summary of PCM lessons learned over the life of the project;

c) The Contractor will provide two annual reports summarizing achievements within 30 days of the end of the reporting period – to be delivered on September 30, 2006 for the contract performance from its inception (Block 31 of the SF33) through August 31, 2006. The second annual report will be due no later than September 30, 2007 for the contract performance period of September 1, 2006 through August 31, 2007; and

d) The Contractor will provide a closeout (final) report no later than the expiration date of the contract.

F.7 [RESERVED]

F.8 KEY PERSONNEL

A. The key personnel that the Contractor shall furnish for the performance of this contract are as follows:

Name:	Title: Chief of Party
Name:	Title: Contracts/Admin. Manager
Name:	Title: Coastal Zone Management Lead Expert
Name:	Title: Vocational Education Lead Expert
Name:	Title: Construction Manager

(Note: The above titles other than the one for “Chief of Party” are only examples. Actual titles are to be proposed by the Contractor as a part of describing exactly what the positions will do. USAID intends to designate up to six long term positions it thinks are most critical for successful contract performance.)

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.9 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

See Section I.11 of this document for reference.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures [Document Number: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/India/RCO (West Bldg.)
American Embassy
Shantipath, Chanayapuri
New Delhi-110 021 INDIA

Telephone: 91-11-24198000, extension 8796
Internet Email: IndiaRCO@usaid.gov

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The name Cognizant Technical Officer will be provided in a CO Administrative Letter immediately after award of the contract.

Telephone: 94-11-2472855

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

The Contracting Officer for the subject contract is responsible for ensuring compliance with the terms of the contract and for safeguarding the interests of the United States in its contractual relationships. To assist in fulfilling these responsibilities, the Contracting Officer will designate a cognizant technical officer (CTO). This individual will be in a unique position to monitor how well the Contractor is progressing towards achieving the contract's purpose and will be responsible for providing technical liaison between the Contractor and the contracting officer, which is critical to ensuring good contract performance. Below a summary explanation of the role of the CTO.

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Separate reports documenting performance on a semi-annual and annual basis will be prepared based on these quarterly reviews. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

Controller
RFMO
USAID/India
Department of State
9000 New Delhi Place
Washington, DC 20521-9000

or

Controller, RFMO
U.S. Embassy/USAID
West Building
Shantipath, Chanakyapuri
New Delhi-110 021
INDIA

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit: USAID/Sri Lanka

Strategic Objective: EG

Team/Division: EG

Benefiting Geo Area: SL

Object Class:

Amount Obligated:

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.2 INSURANCE AND SERVICES

- a) Pursuant to AIDAR 752.228-3, Workers Compensation Insurance (Defense Base Act, DBA), USAID's DBA insurance agent is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503

Hours of Operation are:
8 a.m. to 5 p.m. (EST)
Telefax: (703)354-0370
E-Mail: www.rutherford.com

- (b) Contractor's are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm>, provides possible sources from which MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources: [to be proposed]

H.5 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.6 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have the necessary language proficiency to perform technical services.

H.7 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated [to be proposed] is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.8 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract.

H.9 REPORTING OF FOREIGN TAXES

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Reports. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Contract number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the Contractor did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a (non-US) foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: USAID/India/RFMO, Shantipath, Chanakyapuri, New Delhi-110 021, INDIA.

(e) Subcontracts. The Contractor must include this reporting requirement in all applicable subcontracts.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>

H.10 SUPPORTING USAID DISABILITY POLICY (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. The internet address to view the full text of the FAR is as follows: <http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I (FEB 1997)	FEB 2002
52.216-9	FIXED FEE--CONSTRUCTION	MAR 1997
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-14	RIGHTS IN DATA-GENERAL	JUN 1987

SECTION I

52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1987
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST-REIMBURSEMENT ALTERNATE III (APR 1984)	AUG 1987
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2004
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-13	INSPECTION – DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG 1996
52.246-25	LIMITATION OF LIABILITY-SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-3	VALUE ENGINEERING--CONSTRUCTION	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE I (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATIONS

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract (CLIN 1 only) if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.4 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

The source of any currency exchange rate is found at <http://www.exchangerate.com/>

I.5 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Sri Lanka, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Sri Lanka, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its U.S. Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.6 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the

contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.7 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least [to be proposed] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

<http://www.usaid.gov/business/regulations/>

I.9 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: n/a

I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any AIDAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

AIDAR 752.242-70 Periodic Progress Reports

See Contract Information Bulletin (CIB) 98-21.

I.11 AIDAR 752.7005 - SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home> .

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

I.12 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS

If budgeted in the contract, only prior written approval by the Cognizant Technical Officer (CTO) is required for all international travel directly and identifiably funded by USAID under this contract. The contractor must obtain prior written approval from the Contracting officer to incur unbudgeted travel cost (expenses) as with any other cost. The Contractor shall therefore present to the CTO an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CTO's prior written approval may be in the form of a letter, email, telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.13 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - RESERVED

ATTACHMENT 5 – DISABILITY AND PHYSICAL INFRASTRUCTURE

USAID has a policy on standards for accessibility for people with disabilities in USAID financed construction that should be considered. It may be viewed by following this link:

http://www.usaid.gov/about/disability/financed_construction.html

The ATTACHMENTS are all available at the following link: <http://www.usaid.gov/in/WhatsNew/BGOpp.htm>

ATTACHMENT 6 – Arugam Bay

ATTACHMENT 7 – Fishery Harbors Reconstruction

ATTACHMENT 8 – Vocational Education Reconstruction Program

ATTACHMENT 9 – Initial Environmental Examination

ATTACHMENT 10- Interested Parties List

ATTACHMENT 11- Presolicitation Notices (original & the amendment)

ATTACHMENT 12- Participatory Coastal Management Program

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (b) applies. ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this

offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [] is, [] is not a State agency or charitable institution, and that it [] is not immune, [] is partially immune, [] is totally immune from tort liability to third persons.

K.7 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

K.8 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [] has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.9 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001

52.215-1 Instructions to Offerors—Competitive Acquisition.

As prescribed in 15.209(a), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the

name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

[End of Provision]

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee (CPFF), completion type contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:
USAID
American Embassy
Shanti Path, Chanakya Puri
New Delhi - 110 021 INDIA

Mailing Address:
USAID
American Embassy
Shanti Path, Chanakya Puri
New Delhi – 110 021 INDIA
Facsimile: 91-11-2498390
Internet email: marcusjohnson@usaid.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Organized site visits were conducted on May 11, 12 and 13, 2005, targeting for those who attended the pre-bid conference held on May 10, 2005 in Colombo, Sri Lanka.

(c) Participants met at the work sites and consulted meet with the cognizant Sri Lankan and USAID officials.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.6 [RESERVED]

L.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any AIDAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.8 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror must submit the proposal

(i) electronically - internet email with up to 6 attachments (4MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures may be sent via facsimile, if not scanned as graphic images. (Facsimile of the entire proposal is not authorized). In addition, offerors must provide offers via

(ii) regular mail - sending five paper copies of a technical proposal and one original and five copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including **commercial courier**) of five paper copies of a technical proposal and one original and five copies of a cost proposal or on CD-ROM to the issuing office to the USAID Mission in Sri Lanka at 44 Galle Road, Colombo 3.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, additional pages **OVER 40 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm, A4 size paper) format, single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments or Annexures (i.e. key personnel resumes/CVs, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

I. Personnel Qualifications shall clearly describe the professional qualifications of proposed personnel, including the Chief of Party and intermittent professionals with respect to each component (Arugum Bay, Fishery Harbors, Vocational Education, and Participatory Coastal Management) of the Statement of Work. Qualifications for personnel shall include relevant formal training and professional experience, relevant field experience, project management, and experience as resident in developing, transition, and post-conflict countries. (It's preferred that the Chief of Party have experience as a resident in developing, transition (natural or man-made disaster recovery), or post-conflict countries). The offeror may include customer comments and commendations addressing an individual's past performance and reputation for effectiveness in providing technical assistance in developing, transition, and post-conflict countries. Availability of personnel, an important criterion, shall be clearly stated and availability of proposed personnel shall coincide with the timeframe of staffing given Section C.

The contractor will propose, as a minimum, individuals for the following key personnel positions:

- Chief of Party with at least 15 years of experience managing complex projects in developing countries. Experience directly working with host country implementing agencies and ministries in the development of infrastructure programs is preferred.
- Contracts/Administrative Manager with at least 8 years of developing country experience supporting the implementation of complex projects. This individual must also be familiar with the development and administration of construction contracts. Experience managing construction subcontracts with local (in-country) firms is preferred.
- Participatory Coastal Management Expert with at least 8 years of experience managing large coastal management international projects including fisheries, tourism, community participation, and harbor planning. Experience in the development of master plans is preferred.
- Vocational Education Lead Expert with at least 8 years of experience in managing large vocational education international development projects including vocational education program design, curriculum development, teacher training; vocational facility design and construction; and facilitating public/private partnerships.
- Construction Manager with at least 15 years of construction planning and implementation experience in developing countries. Experience with design/build contracting is preferred.

In general the Offeror should give consideration to expatriates experts originally from the South Asia region (including Afghanistan) whose technical skills fully meet the requirements for technical credentials.

II. Past Performance

The Technical Evaluation Panel (TEP) will evaluate past performance for the Offeror based on reference checks and relevant past performance information submitted, and may consider other past performance information. The Prime shall provide past performance references in accordance with the following:

(i) The Offeror (and any subcontractors performing more than 20% of the total labor) shall submit a list no less than 5 previous and current contracts or subcontracts awarded within the last five years that address each of the components of the Statement of Work (Arugum Bay, Fishery Harbors, Vocational Education, and Participatory Coastal Management).

(ii) To ensure uniformity of information for conducting the reference checks, the contractors shall complete Part 1 (Blocks 1 through 9) of the Past Performance Report-Short Form for no less than 5 previous and current contracts or subcontracts listed (See Section J - ATTACHMENTS). The name of a point of contact, company name, telephone number(s) and email address, if applicable, for all contacts is required. It is recommended that the contractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested.

(iii) If the Offeror encountered problems on any of the above mentioned contracts, they may provide a short explanation of the problem and the corrective action taken. Space is provided in Block 6 of the Short Form for this. The contractor should not provide general information on their performance.

(iv) The contractor may describe any quality awards that indicate exceptional capacity to provide the service or product described in the Statement of Work. Evidence of specific quality awards may be presented as attachments to the technical proposal. This information is not included in the page limitation.

Past performance evaluations by USAID will focus on the following criteria with respect to each component of the Statement of Work (Arugum Bat, Fishery Harbors, Vocational Education, and Participatory Coastal Management):

1. Quality of services provided;
2. Record of forecasting and controlling costs;
3. Adherence to contract schedules, including administrative aspects of performance;
4. History of reasonable and cooperative behavior and commitment to customer satisfaction of clients;
5. History of reasonable and cooperative behavior and commitment to customer satisfaction of end users (host country persons and institutions); and
6. Effectiveness of key personnel.

III. Institutional Capability:

Offerors shall demonstrate their institutional capability. If an Offeror proposes a consortium approach, the formal relationships between/among firms with differing capabilities required to meet the requirements of this request shall be described, including universities or NGOs as partners in the proposal, where a predominant capability lies with that organization, is one means to demonstrate increased institutional capabilities. The Offeror shall demonstrate the skills of the proposed organization(s) with regard to project management, implementation for results, and client relations. The Offerors shall demonstrate the ability to build and maintain relationships with host country counterparts and its ability to collaborate with USAID and other donors. The institutional capability analysis will consider demonstrated organizational experience in managing large-scale projects.

IV. Technical Approach:

The Statement of Work (SOW) identifies key areas in which expertise will be required. The technical approach shall reflect an understanding of content and sequence of reforms in the areas indicated in the scope of work. Offerors will be evaluated on their approach toward achieving stated requirements, the consistency of the proposed approach with the stated goals and objectives, and innovative approaches to achieve desired policy and institutional reform outcomes. To maximize program impact, the contractor will be expected to develop strategic alliances with a variety of both public and private organizations. Firms that propose innovative and creative approaches to form alliances and maximize resource contributions from these organizations (along the principles of USAID's Global Development Alliance) will view as of higher value in the selection process.

Specifically the proposals should include: 1) how alliance partners (including within local communities) will be identified and recruited; 2) the process for conducting due diligence with private sector partners; 3) the strategy to maximize partner contribution; 4) the kinds and value of resources that USAID funds will leverage from partners; 5) the anticipated benefit to USAID and the partners as a result of the alliances; and 6) the process to ensure that partners are significantly involved in identifying and solving problems and making decisions.

L.10 INSTRUCTIONS REGARDING KEY PERSONNEL

The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Each offeror shall provide a budget for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract under CLIN 1. The budget must have an accompanying narrative "Budget Notes" of explaining the assumptions (formula) of the cost of each CLIN. CLIN 3 is must be a single proposed amount since Job Orders will be issued only after the contract is awarded.

(b) If the contractor is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture or partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) RESERVED

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by any proposed subcontractors as well.

(e) RESERVED

(This certificate should be re-submitted after negotiations have been concluded and agreement has been reached.)

(f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to U.S. Federal or corporate country of residence tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

[End of Provision]

ADDITIONAL INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL

a. Definitions

1. Annual Salary: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.

2. Daily Salary: The daily salary of an employee is established by dividing the annual salary of the individual by 260, the number of work days in a year.

b. General

1. Offeror cost proposal must be completely separate from the Offeror's technical proposal.

2. If subcontracting is contemplated under CLIN 0001, indicate the types of work to be subcontracted, stating: the percentage of each type of work subcontracted, extent to which competition was or will be solicited prior to selection, subcontractor selected and reasons therefore, and the method of analyzing prospective subcontractor proposals.

3. The offeror shall propose the level of effort (labor days) allocation to be utilized over the contract performance period under CLIN 0001 of the contract.

c. Items to be included in the cost proposal.

In addition to the items listed in L, the following specific items shall be included in the proposal. Failure to furnish full and complete information may cause an offer to be considered unacceptable. If the offeror is a joint venture or partnership, the proposal shall include the data requested for each of the partners or joint venture firms.

1) A Contractor Employee Biographical Data Sheet (See Section J) for each individual proposed for performance of long term positions under the contract (including all individuals designated as "key persons" under the contract. Each sheet must be signed, complete, accurate, up to date and indicate the proposed salary as it relates to the Offeror's proposal.

2) A letter or other documentation from the Offeror's cognizant Government Audit Agency, if any, stating the Offeror's most recent final indirect cost rates, the current provisional rates accepted by the cognizant Government Audit Agency for proposal/billing purposes, the base to which such rates are applied, and the Offeror's fiscal year.

3) RESERVED

4) Standard Form 1411, "Contract Pricing Proposal Cover Sheet" (see section J), with supplemental detailed information in sufficient detail to permit cost analysis for a cost-reimbursement contract. The cost proposal shall follow the budget format as proposed in Section L above, including the major budget line items, set forth below, and be broken down by year, for the period of the contract.

5) Subcontractors' costs shall be included under the "Subcontract" budget line item, but within such budget line item, shall follow the same CLIN format as discussed in Section L., below. While hard copy of the cost proposal is elective, the contractor shall provide an electronic copy of all spreadsheets supporting the cost proposal in a format compatible with MS Excel.

6) The Offeror shall also propose a cost management plan which will address all strategies and mechanisms that the offeror will employ in order to ensure that performance elements of this contract will be completed within the total estimated cost proposed. The cost management plan should describe the management systems in place and their application in all major functional cost areas such as: planning, budgeting, scheduling, measurement and reporting of cost and schedule performance.

d. Cost Realism.

The Offeror's proposal is presumed to represent its best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and their financial ability to perform the contract, and may be grounds for rejection of the proposal.

e. Contract Line Item Number (CLIN)

1. The following discussion reflects important changes in the way that USAID is tracking results and funds needed to achieve these results. For purposes of developing a cost proposal, the Offeror shall develop CLINs.

2. A contract shall identify the items or services to be acquired as separate CLINS unless it is not feasible to do so. CLINS basically have three characteristics:

- a) Single Unit Price: The item shall have a single unit price or a single total price;
- b) Separately Identifiable: A CLIN must be identified separately from any other items or services on the contract;
- c) Separate Delivery Schedule: Each CLIN item or service shall have its own delivery schedule, period of performance date, or completion date expressly stated.

f. COST SHARING. "Cost- sharing" means the application presents cash from non-US Federal sources which the offeror will use in the performance of the award. "Matching-Arrangement" means the application presents cash from non-US Federal sources which will be provided at a set ratio (e.g. for every 2 dollars USAID obligates the recipient will provide 1 dollar.) "In-Kind Contribution" means the donation of tangible property (such as computers, medical and lab equipment, intellectual property rights, technology transfer, but excluding real) or services (such as rent, utilities, etc.) provided by the recipient to the Government.

U.S. GOVERNMENT ESTIMATE

a. The total estimated amount available is US\$32,000,000.00 to no more than US\$35,000,000.00. Upon contract award, the total estimated cost plus fixed fee shall be incorporated into Section B of the contract. That total estimate includes the cost/price of all CLINs over the life of the contract.

b. Non-Financial Commitments - USAID may consider more than financial commitment as means of its support. For example, to obtain the maximum public-private alliance partnership possible an offeror requests that the Cognizant Technical Officer (CTO) and/or the Mission Director to meet annually with the Board of Directors of a corporation or foundation at its HQ somewhere in the world to present the view of the U.S. Government as to how the alliance is performing. The specific request would be made by the offeror, on behalf of its alliance partner(s). The expense (air travel, per diem and other miscellaneous expenses) would be financed by the U.S. Government outside (separately) of the amount stated in the paragraph above.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.
- (b) The cost proposal will be evaluated by the method described in this Section.

(c) The **technical** criteria below are presented in relative descending order of importance of cost vs. all non-cost factors, so that offerors will know which areas require emphasis in the preparation of proposals. Within each of the significant technical evaluation factors are a list of specific subfactors, which when combined, forms the basis of the significant evaluation factor. Each subfactors under a particular significant technical evaluation factor are of equal weight relative to each other. The technical criteria below reflect the requirements of this particular solicitation.

I. Personnel Qualifications

- 1) Demonstrated quality and appropriateness of proposed Chief of Party;
- 2) Demonstrated quality of key personnel proposed for each of the four components of the Statement of Work; and,
- 3) Demonstrated understanding of Statement of Work as evidenced by the overall staffing plan

II. Past Experience

Past performance evaluation by USAID will focus on previous successful experience implementing similar activities with a focus on the following criteria:

- 1) Quality of services provided;
- 2) Record of forecasting and controlling costs;
- 3) Adherence to contract schedules, including administrative aspects of performance;
- 4) History of reasonable and cooperative behavior and commitment to customer satisfaction of clients;
- 5) History of reasonable and cooperative behavior and commitment to customer satisfaction of end users (host country persons and institutions); and
- 6) Effectiveness of key personnel.

USAID may use past experience information obtained from sources other than the sources identified by the contractor. The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant or more current. If the Offeror asserts that it has no relevant past performance information, the Offeror's proposal will not be evaluated favorably or unfavorably on past performance in accordance with FAR 15 .305(a)(2)(iv). Past performance information will be used for both the responsibility determination and best value decision.

III. Institutional Capability

The offeror's institutional capability shall be scored based on the following:

- 1) demonstrated skills of the proposed organization(s) with regard to project management, implementation for results, and client relations;
- 2) demonstrated ability to build and maintain relationships with host country counterparts and its ability to collaborate with USAID and other donors;
- 3) demonstrated organizational experience in managing similar scale and similarly complex projects; and,
- 4) demonstrated success in partnering with other members of the team on past projects similar in type and complexity.

IV. Technical Approach:

The Offeror's technical approach shall be scored based on the following:

- 1) feasibility of achieving stated requirements through the proposed approach;
- 2) consistency of the proposed approach with the stated goals and objectives;
- 3) achievement of desired policy and institutional reform outcomes through creative approaches;
- 4) innovative approaches and strategies in vocational education program implementation and facility design which promote key vocational training objectives in a manner which significantly contributes to student capacity and job placement;
- 5) innovative approaches and strategies in participatory coastal management implementation which promote increased community participation and sound coastal; development; and
- 6) innovative approaches, if any, towards public/private partnership concepts (including at the community level) and demonstrated commitment by private sector organizations to contribute to or co-fund program activities, in keeping with the Global Development Alliance principles.

(d) Cost as an Evaluation Factor. Proposed cost proposal will not be scored, but will be a selection factor and considered in making a best value terms of the total proposed amount, proposed cost and the proposed fee. A cost realism analysis will also be conducted.

1) Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within the Offeror's technical and management approach. Cost realism evaluation shall be performed as part of the evaluation process:

(a) to verify the Offeror's understanding of the requirements; (b) to assess the degree to which the cost/price proposal accurately reflects the approaches and/or risk assessments made in the technical and management approach as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and (c) to assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal.

2) Evaluation

Following the technical review process, a review of the cost realism analysis will be conducted on the cost proposals. Although cost has not been assigned a weight, it will be evaluated for general reasonableness, allocability, allowability and cost-effectiveness.

In evaluating the offeror's proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgment will result from the offeror's performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the offeror's proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision. Cost proposals will be also be evaluated in terms of cost effectiveness and cost containment concepts including the indirect cost rates ceilings proposed, if any, and the maximum salary increases proposed.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, s/he will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation. In order to determine which offeror represents the best value, the Government will make a series of paired comparisons among those offerors that submitted acceptable proposals, trading off the differences in capability and price between the members of each pair. If, in any paired comparison, the offeror with the higher expected value also has the lower price, then the CO will consider that offeror to represent the better value. If the offeror with the higher expected value has the higher price, then the CO will decide whether the difference in capability is worth the difference in price. If the CO decides that it is, then he or she will consider the offeror with the higher expected value and the higher price to represent the better value. If not, then the CO will consider the offeror with the lower expected value/ less capable and the lower price to represent the better value. The CO will continue to make paired comparisons in this way until he or she has identified the offeror representing the best value.

ATTACHMENT 1**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: **Burma (Myanmar), Cuba, Libya, North Korea, Iran, or Syria**

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name		
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position Under Contract		
		6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (include area code)	9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary		
		From	To	Dollars		
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars	
		From	To			
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee				Date		
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative				Date		

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

[illegible]

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A